



CITY COUNCIL REGULAR SESSION

Monday, May 06, 2024 at 7:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL MEETING NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestreamed and available on the City's

YouTube page - "*City of Forest Park GA*"

CALL TO ORDER/WELCOME:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

CEREMONIAL:

[Proclamation](#) in recognition of the 55th Annual Professional Municipal Clerk's Week-May 5-11, 2024-Executive Offices

Background/History:

Municipal Clerk's Week is celebrated during the first full week of May. It's a time to recognize the vital role that municipal clerks play in local government. Municipal clerks are responsible for various administrative duties, including record-keeping, maintaining official documents, managing elections, and facilitating public meetings. They often serve as a central point of contact between government officials and the public. During Municipal Clerk's Week, communities may hold events or ceremonies to honor and thank their municipal clerks for their hard work and dedication to keeping local government running smoothly.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

1. **Council Approval of Council Work Session and Regular Meeting Minutes from April 15, 2024 and Special Called Meeting from April 23, 2024 - City Clerk**

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)**CITY MANAGER'S REPORT****PRESENTATIONS:**

2. **Recognition of Ward 4 Yard of the Quarter-Legislative Offices**

Background/History:

The purpose of the Yard of the Quarter program is to promote goodwill and recognize and support City of Forest Park Ward 4 residents who demonstrate exemplary efforts in maintaining their homes and yards to enhance the overall appearance of the entire community. The award this month is being presented to residents at 5212 Ash Street.

3. **Presentation on Water Safety-Recreation and Leisure Department**

Background/History:

Water safety encompasses a broad spectrum of practices and guidelines aimed at preventing accidents and injuries in and around bodies of water. Whether it's swimming in a pool, enjoying a day at the beach, or participating in water sports, understanding and implementing water safety measures is crucial for individuals of all ages.

4. **Presentation on Older American Month-Recreation and Leisure Department**

Background/History:

Designated by President John F. Kennedy in 1963, Older American Month has made way for federal initiatives providing comprehensive services for older adults like the Older Americans Act of 1965. Celebrated every May and led by the Administration for Community Living, Older American Month promotes powerful themes to help celebrate the impact of older Americans. The 2024 theme is Powered by Connection, which recognizes the profound impact that meaningful relationships and social connections have on the health and well-being of older adults. In accordance with this year's theme we recognize one of our Legacy members of the Forest Park Senior Community, Virginia Wise, who is receiving President Biden's 2024 Lifetime Achievement Award for Volunteer Service

NEW BUSINESS:

5. **Council Approval of six (6) new recruits to the Fire Department (introductions)- Fire and EMS Department**
6. **Council Approval to Purchase Additional Fire Suppression Gear (Bunker Gear)-Fire and EMS Department**

- [7.](#) **Council Discussion and Approval of Stryker Annual Service Agreement (Yr. 2 Renewal) in the amount of \$23,580.58-Fire and EMS Department**
- [8.](#) **Council Discussion and Approval for an Ignitable Liquid Detection Canine- Fire and EMS Department**
- [9.](#) **Council Approval of the Purchase of a Life Pak 15 v4 Monitor/Defibrillator for Rescue truck-Fire and EMS Department**
- [10.](#) **Council Approval of a Line Item Transfer Request in the amount of \$10,500- Human Resources Department**
- [11.](#) **Council Approval to enter into a contract with NOVA for Building Inspection Services-Planning and Community Development Department**
- [12.](#) **Council Approval of the Senior Center Floor Repairs in the amount of \$31,750-Recreation and Leisure Department**
- [13.](#) **Council Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program-Recreation and Leisure**

CLOSING COMMENTS BY GOVERNING BODY:

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.

File Attachments for Item:

Proclamation in recognition of the 55th Annual Professional Municipal Clerk's Week-May 5-11, 2024-Executive Offices

Background/History:

Municipal Clerk's Week is celebrated during the first full week of May. It's a time to recognize the vital role that municipal clerks play in local government. Municipal clerks are responsible for various administrative duties, including record-keeping, maintaining official documents, managing elections, and facilitating public meetings. They often serve as a central point of contact between government officials and the public. During Municipal Clerk's Week, communities may hold events or ceremonies to honor and thank their municipal clerks for their hard work and dedication to keeping local government running smoothly.



City Council Agenda Item

Title of Agenda Item: Proclamation in recognition of the 55th Annual Professional Municipal Clerk's Week-
May 5-11, 2024

Submitted By:

Date Submitted: 04-23-2024

Work Session Date: 05-06-2024

Council Meeting Date: 05-06-2024

Background/History:

Municipal Clerk's Week is celebrated during the first full week of May. It's a time to recognize the vital role that municipal clerks play in local government. Municipal clerks are responsible for various administrative duties, including record-keeping, maintaining official documents, managing elections, and facilitating public meetings. They often serve as a central point of contact between government officials and the public. During Municipal Clerk's Week, communities may hold events or ceremonies to honor and thank their municipal clerks for their hard work and dedication to keeping local government running smoothly.

Action Requested from Council:

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:



CITY OF
FORESTPARK

PROCLAMATION

WHEREAS: The Office of the Professional Municipal Clerk, a time-honored and vital part of local government, exists throughout the world and is one of the oldest positions amongst public servants, and;

WHEREAS: The Office of the Professional Municipal Clerk provides a connection for citizens, local governing bodies and agencies of government at other levels, and;

WHEREAS: Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all while serving as a key information center on functions of local government and the community, and;

WHEREAS: Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops, and the annual meetings of their state, provincial, county, and international professional organizations, and;

WHEREAS: It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE BE IT RESOLVED that the City of Forest Park's Governing Body do hereby recognize the week of May 5 through May 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerks, Randi Rainey and Michelle Hood, and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, we have hereunto set our hand on this 6th day of May 2024 and have caused the Official Seal of the great City of Forest Park to be affixed hereto:

Angelyne Butler, MPA
Mayor

Councilmember Kimberly James
Ward 1

Councilmember Dabouze Antoine
Ward 2

Councilmember Hector Gutierrez
Ward 3

Councilmember Latresa Akins-Wells
Ward 4

Councilmember Allan Mears
Ward 5

File Attachments for Item:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from April 15, 2024 and Special Called Meeting from April 23, 2024 - City Clerk**



CITY COUNCIL WORK SESSION

Monday, April 15, 2024 at 6:00 PM
 Council Chambers and YouTube Livestream

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 Randi Rainey, City Clerk
 Danielle Matricardi, City Attorney

DRAFT MINUTES

VIRTUAL NOTICE

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YouTube page - "**City of Forest Park GA**"

CALL TO ORDER/WELCOME: Mayor Butler called the meeting to order at 6:01 P.M.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large	✓	
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4- Via Zoom		✓
Allan Mears	Council Member, Ward 5		✓

John Wiggins, Finance Director; Jeremi Patterson, Deputy Finance Director; James Shelby, Interim Director of Planning & Community Development; Shalonda Brown, HR Director; Diane Lewis, Deputy HR Director; Bobby Jinks, Public Works Director; Nigel Watley; Deputy Public Works Director; Geoff May, Deputy Fire Chief; Rodney Virgil,

Level 2 Support Engineer; Pauline Warrior, Senior Management Analyst; Jacon Llyod, PIO; Arthur Geeter, Purchasing; Derry Walker, Code Enforcement Director; Tarik Maxwell, Rec and Lesure Director; Rochelle Dennis, Interim Economic Director; Authur Geeter, Procurement; Talisa Clark, Procurement; Brandon Criss, Police Chief; Dorothy Roper-Jackson, Court Director and Danielle Matricardi, City Attorney.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to amend the agenda to delete Item #4-Council Discussion and Approval to enter into a contract with Garrard Construction to make exterior repairs to the Rite Aid Building for \$28,319.00 and replace it with Council Discussion and Approval for the selection of the official employee benefits broker.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, and Councilmember Mears.

NEW BUSINESS:

1. Council Discussion and Approval of a Property & Liability Brokerage Services – Executive Offices

Background/History:

As part of the Executive Office's commitment to reviewing any/all contractual services for the City of Forest Park, we have realized that property and liability brokerage services have not been bid out in over a decade. To address this issue, the staff recently issued a Request for Qualifications (RFQ) inviting applications from experienced and professionally licensed brokers to assist the City. However, Stearling & Seacrest, the incumbent broker, did not submit an RFQ.

After reviewing all the submissions received, the staff is seeking authorization to immediately confirm Gallagher Risk Management Services as the Broker of Record. This request allows sufficient time for Gallagher to market its services properly and ensures that the City of Forest Park obtains the best possible renewal.

Gallagher Risk Management Services is a globally recognized insurance brokerage, risk management, and consulting firm. The City of Forest Park will join over 11,600 public entities who believe that working with a broker specializing in the public sector can best serve their risk management needs. Gallagher's current clients include municipalities such as the City of College Park, Clayton County Water Authority, the City of Hapeville, Cobb County Board of Commissioners, and the City of Waycross.

The staff recommends that the City Council approve the item, authorizing the engagement of a one-year contract for broker services and the immediate termination of the current brokerage.

Mr. Geeter, Procurement Division- noted five (5) opponents placed their bids, with Gallagher being the top-ranked.

Mr. Clark, City Manager- followed up by saying that staff did not have to do the professional services that way; however, the staff wanted the opportunity to see what was out in the market, seeing that the city has not bid on the professional services in over 13 years. Mr. Clark stated that the incumbent broker did not submit a bid for this request, and staff is asking for approval to move forward with Gallagher.

Daniel Duhart, Gallagher Broker- introduced himself and noted that he had two (2) other brokers named Matt Simmons and Scott Thomason who would also help assist the City. He then gave a brief presentation. Mr. Duhart noted that the main priorities are to prepare for the upcoming renewal, complete an analysis, understand the risk management culture, and identify ways to improve the risk profile.

Comments/Discussion from Governing Body:

Councilmember James- asked Mr. Clark about the differences between the current and proposed brokers. Mr. Clark explained that property and liability insurance differs from the standard contract, where the city does not pay the broker; the insurance carriers pay the broker once the city is marketed to the industry. Mr. Clark added that the difference was that the city never bid out and did not clearly understand. Mr. Clark stated that the staff has implemented different risk management policies and procedures over the past year to limit the city's exposure. Mr. Clark also indicated that staff wanted to ensure the city had a broker of record that was not only forward-thinking and innovative but also knew the market, carriers, and underwriters. Mr. Clark added that the broker would have to bring the underwriter to discuss things accomplished within the last year. Mr. Clark noted that the typical lookback is between 5 to 7 years. Mr. Clark expressed that no numbers are currently associated with increased or decreased property and casualty services because they have not gone to the market. Mr. Clark noted that if approved, staff would immediately issue a broker of record letter to the new broker, who can go out to the market to solicit city services that cover property and casualty.

Councilmember Gutierrez- expressed his excitement for the city's level of transparency. He also noted attending different Georgia Municipal Association (GMA) trainings and learning that not every city is doing this. He wanted to let the taxpayers know that we have staff who are committed to transparency.

2. **Council Discussion and Approval of the Budget Amendment for Special Revenue-Finance Department**

Background/History:

The City of Forest Park's FY23-24 Operating Budget was unanimously adopted by the city council on June 29th, 2023. Prior to the adoption of the budget, city staff advised that funding and revenues would continuously be monitored for accuracy and reporting purposes. Staff recommends that the understated funds be added to the operating budget, increasing the stated revenue previously adopted on June 29th, 2023, from \$397,928.00 to \$3,659,993. Once the funds have been added to the operating budget, it is also recommended that the City Council approve a budget amendment to accurately reflect the corrected operating budget amount of 41,986,503 for FY23-24.

Mr. Wiggins, Finance Director - noted that the budget amendment is for the special revenue funds in the 200 series. Mr. Wiggins explained that the financial impact would be corrected. The stated revenues previously adopted on June 29, 2023, would decrease from \$10.5 million to \$8.5 million and expenditures from \$5.4 million to \$5.9 million, resulting in a net surplus of \$2.5 million, which would go back to the general fund. Mr. Wiggins stated that the main reason is to help improve the city's audit findings, which have been reported to the governing body.

3. **Council Discussion and Approval of certain Purchases for the Fire Department-Fire Department**

Background/History:

The Forest Park Fire and EMS Department would like to purchase:

1. Two (2) Keiser Sleds for Fire Stations 2 and 3 in the amount of \$10,176.51. The funding source to be used is 100-61-3510-52-3712 (Training Aides).
2. Four (4) Portable Radios in the amount of \$22,370. The funding source to be used is 100-61-3510-52-2209(Radio Equipment).
3. Five (5) Replacement Radios in the amount of \$33,024.65. The funding source to be used is 100-60-3610-52-3203 (Radio/pager Maintenance).
4. Ratification for a Lucas 3 V3 Chest Compression System in the amount of \$15,624.46. The funding source to be used is 100-60-3610-53-1137 (Rescue Truck Equipment).
5. Ratification for Two (2) Bunker Gear Dryers for Fire Stations 1 and 2 in the amount of \$ 28,545.00. The funding source to be used is 100-61-3510-52-2214 (Facility Improvements).
6. A Fire Prevention Trailer in the amount of \$197,526.35. The funding source will be 100-61-3510-54-2502, Fire Prevention Funds collected in 2022-2023.
7. Super Struts and Jumbo Locks in the amount of \$24,630.00. The funding source to be used is 100-61-3520-53-1136; the vendor is Municipal Emergency Services.
8. Twenty-five (25) Voice Amps in the amount of \$16,313.25. The funding source to be used is 100-61-3510-52-2209; the vendor is Municipal Emergency Services.

Mr. Clark, City Manager- introduced Talisa Clark as the newest employee in the procurement division and noted there is no relation to Ms. Clark.

Ms. Clark, Procurement Division- noted between him and Mr. Clark that six (6) out of the eight (8) items are state contracts, which are cooperative agreements, and the other two (2) items are ratification items.

Mr. Clark, City Manager- included that it was mostly for clean-up purposes and explained that staff noticed conflicting policies regarding the ordinances and/or resolutions on the different procurement levels. Mr. Clark noted that the finance department is working with the procurement division to streamline the policies and procedures to revise the ordinance before July 2024.

4. **Council Discussion and Approval to enter into a contract with Garrard Construction to make exterior repairs to the Rite Aid Building in the amount of \$28,319.00-**Planning and Community Development Department- **Item Was Removed**

Background/History:

As part of the city's efforts to revitalize the downtown area, the city is renovating the facility formally known as Rite-Aid , which is located on Forest Parkway. The 10,864 square feet space will feature a dual kitchen incubator, food vendor spaces, coffee vendor spaces, an area for beverages, creative spaces, meeting spaces, and a multi-purpose stage. The design will be based on preliminary drawings completed by Precision Planning, Inc. (PPI) and presented to the Mayor and Council on November 6, 2023. The Garrard Construction Company will make repairs to the exterior of the building as outlined in the attached proposal. This project is funded by CBDG federal funds, which must be encumbered by May 1, 2024.

5. **Council Discussion and Approval for selecting the City's Official Benefits Broker- New Item added**

Mr. Clark, City Manager- noted that the city has used the same benefits broker for thirteen (13) years and has decided to bid out the services. Mr. stated that when services are bided out, the bidders can bid on one, the other, or both.

Mr. Geeter, Procurement Division- noted there were nine (9) proposals, with MSI Benefits being the highest-ranked.

John Leggett, MSI Benefits Representative- gave a brief presentation and explained the scope of work that would be provided. Mr. Leggett noted that MSI is a full-service benefits program that includes consulting, enrollments, health fairs, and wellness teams.

Comments/Discussion from Governing Body:

Councilmember James inquired- if the services would be eliminated or added to what is currently available. Mr. Clark noted that employees would not notice changes. Once the city goes to market, the broker has a relationship with the carriers, and the city could benefit from these relationships.

Councilmember Gutierrez- noted making a shift a few years ago with employees having to change many things, such as their doctors, and expressed he likes that someone is fighting for them.

Councilmember Akins-Wells- Thanked Mr. Clark for recognizing a change was needed.

6. **Council Discussion and Approval to Authorize the Police Department to Submit and Accept an Explosive Ordnance Disposal (EOD) Canine Grant- Police Department**

Background/History:

The City of Forest Park has a population exceeding 20,000 residents. It is a vibrant city hosting a mix of elements, including a military base, diverse businesses such as industrial complexes, and its proximity to the world's busiest airport. The Forest Park Police Department has identified specific sensitive areas within the city, responding to increased service calls related to security threats. In response, the department is seeking authorization to pursue an Explosive Ordnance Disposal (EOD) grant offered by Homeland Security. If successful in securing the grant, it will enable the acquisition of essential equipment, including a trained canine, specialized vehicle, and requisite training. These resources are essential for enhancing the department's capabilities in addressing threats posed by explosives, thereby ensuring the safety and security of Forest Park and its residents. Accepting the grant would signify a crucial step towards fortifying the city's preparedness and response to potential security risks.

Chief Criss- expressed the need for the grant for the police department based on the recent call volume and activity. Chief Criss also noted that the Police Department does not have the equipment to assist with searching for explosive devices or gunpowder. Chief Criss mentioned tasking staff with finding grants to acquire the equipment.

Comments/Discussion from Governing Body:

Councilmember Mears- notes being happy with people keeping up with the times as more and more people become violent.

7. **Council Discussion and Approval to Accept the Donation of a Bloodhound-Police Department**

Background/History:

The Forest Park Police Department operates around the clock, every day of the year, with four shifts managing service calls. Currently, the department employs four Dual Purpose Canines, which undertake tasks such as search and rescue operations for missing persons, detection of illegal narcotics, and assistance in criminal apprehension. These Canines also engage in community-building activities by participating in school educational programs.

The department is seeking approval to accept the donation of a Bloodhound from The Jimmy Rice Center. Established by the parents of Jimmy Ryce after his tragic kidnapping, rape, and murder in 1995, The Jimmy Rice Center aims to prevent the sexual exploitation and predatory abduction of children, provide resources to parents and law enforcement in abduction cases, and assist in safely bringing abducted children home. The Bloodhound will be utilized primarily for search and rescue operations for missing persons, particularly those suffering from mental illness. The Jimmy Rice Center has generously donated over 600 Bloodhounds to law enforcement agencies nationwide.

The department is committed to covering all expenses related to the training, equipment, and healthcare for the Bloodhound.

Chief Criss- introduced K9 Crypto and noted the foundation's desire to donate it to the city based on the tragedy that happened in 1991. Chief Criss noted that the family believes if K9 resources were available, their child's life could have been saved; he also noted that K9 Crypto will assist in searching for missing persons and will be used as an emotional support dog for the community and officers.

Comments/Discussion from Governing Body:

Councilmember Akins-Wells- thanked the Jimmy Rice Center for thinking of the city.

Councilmember Mears- inquired about the number of dogs the city currently has and whether there are proper facilities to support them. Chief Criss noted that the city currently has four (4) dogs in service. Mr. Clark added that Chief Criss would work with legal to effectuate the policies and procedures if approved.

Councilmember Mears- expressed that he wants to ensure that the K9s are supported with kennels, vets, feeds, and the cost. Mr. Clark noted that a cost is associated with it, and staff will provide a detailed synopsis of what the city is currently paying. Chief Criss noted that strict policies related to K9s were implemented to ensure they had proper shelter, food, and medical care.

Mr. Clark, City Manager- mentioned he inquired if home inspections were included to ensure the K9s have a conducive living environment. Chief Criss added that the current living arrangements for the K9s are top-tier and mentioned having heating and AC in each dog house. Chief Criss also noted that all K9 vehicles had been upgraded.

Councilmember Gutierrez- thanked Chief Criss and noted that since he's been here, he has invested in different tactics to improve the department and the city. He also noted that many schools are investing in animals and how smart dogs are in tracking who is going through trauma.

Corporal Hunter- noted that dogs are known to release endorphins in people's minds when they see them and that K9 Crypto will be highly socialized around the community. Corporal Hunter also included bloodhounds, which are trained to lock on to a specific scent and will follow it until it is no longer present.

Councilmember Antoine- inquired about the police department doing visits. Chief Criss noted that there are school programs where the K9s are brought to the schools and also noted K9 Crypto would be taken to the schools because she is more sociable.

8. **Council Discussion and Approval of the Special Facilities Request at Starr Park and sponsored by Legendary WIGO 1570 AM and Operation Push Too, LLC for Saturday, May 11, 2024, between 12 pm-6 pm**—Recreation and Leisure Department

Background/History:

"THE SECOND ANNUAL JAM FOR PEACE," sponsored by "LEGENDARY WIGO 1570 AM & OPERATION PUSH TOO, INC.," scheduled for Saturday, May 11, 2024, 12:00 PM-6:00 PM at Starr Park Amphitheater. During this event, there will be a collective of activities, with musical performances and entertainment provided by local, regional, and national artists, church and school choirs, and include an education fair with the representation of higher institutions of learning, counseling for grants and scholarships, an employment/job fair with representation from businesses and employment agencies, to include, job counseling, interview techniques, resume preparation and dressing for an interview, a health fair with representation from local medical facilities, mental health agencies and clinics, peer counseling and mediation, to include some basic screenings.

Mr. Maxwell, Rec & Leasure Director- Note that organizations will come and fill out the special facilities request form when requesting the use of a facility.

Jay Francis Springs, a Representative of WIGO 1570 AM- gave a brief presentation on WIGO 1570 AM radio. Mr. Springs noted the event will include a collective of activities with musical performances, an educational fair, an employment job fair, educational resources, and a health fair.

Comments/Discussion from Governing Body:

Councilmember Akins-Wells- noted that WIGO was involved with the city years ago, and it is good to see them back and hopes to rebuild the relationship once had.

Mr. Clark, City Manager- added that they would like to add two (2) conditions if approved. One is to request that WIGO provide a Certificate of Insurance listing the city as additionally insured and add event security.

Ms. Matricardi, City Attorney- noted she recommends this for every special event and stated it should become standard practice and policy to require a Certificate of Insurance with additional insurance. Mayor Butler inquired if there was a minimum. Mr. Clark noted it as a \$1 million aggregate. Ms. Matricardi noted she could provide Mr. Clark with the standard insurance limits.

ADJOURNMENT:

It was moved to adjourn the meeting at 6:54 pm.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, and Councilmember Mears.

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The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: Mayor Butler called the meeting to order at 7:04 p.m.

INVOCATION/PLEDGE: The invocation and pledge were led by Dr. Paden.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4 - ZOOM		✓
Allan Mears	Council Member, Ward 5		✓

Jeremi Patterson, Deputy Finance Director; John Wiggins; Finance Director; Nina Robinson; Senior Staff Accountant; LaShawn Gardiner, Director of Planning & Community Development; Kwame Marshall, Multi-Media Specialist; Diane Lewis, Deputy HR Director; Rochell Dennis, Project Manager; Geoff May; Deputy Chief Operations, Dorothy Roper-Jackson, Court Administrator, Joshua Cox, IT Director; Rodney Virgil, Level 2 Support Engineer; Derry Walker, Code Enforcement Director; Pauline Warrior; Senior Management Analyst, Chief Criss, PD; and Danielle Matricardi, City Attorney.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to approve the agenda with the deletion of item 7 and the addition of the approval of MSI as the Official Broker of Employee Benefits to be effective immediately.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

APPROVAL OF MINUTES:

1. **Council Approval of Council Work Session and Regular Meeting Minutes from April 1, 2024-City Clerk**

It was moved to approve the minutes as printed.

Motion made by Councilmember Mears, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were three (3) Public Comment Speakers:

John Randle- wanted to get training for paramedics. Noted he called to be transported to the hospital because he had difficulty breathing. He noted the paramedics were fighting over who would drive to the hospital. He noted it was unacceptable and he was not given any oxygen until the ambulance started up. He noted knowing that the city has millions of dollars in their bank account, to try and use some of the money to help the homeless people in the city. He noted that last week an officer approached one of his friends who was asleep in Billy Lees Park and this officer caused the lady to take her life. Mr. Randle noted they should be trying to help the people instead of threatening to take them to jail for loitering and prowling. He noted he received a call from an Atlanta detective because he was in the victim's phone as an emergency contact.

Mr. Evans – noted he thinks they should rethink purchasing AV's. He noted there are studies to prove the mining of those materials is higher than the eternal combustions. He noted about 46 of the emissions and internal combustion engines equate to about 26 percent. He noted they are 30 percent heavier than the standard vehicle and will wear out the roads considerably quicker. He noted the compound on the tire breaks off and gets into the water system and pollutes it. He noted that if the battery catches fire it takes 36 thousand gallons of water to put it out and a regular vehicle takes less than 500 gallons of water. He noted it is something that needs to be looked into before purchasing.

Mr. Ibanez- noted the police chief is bringing up a lot of good things and he was asked to work with him and he is. He noted at Texaco a guy almost ran him over, he called the police and they would not do an incident report because no one was hurt. He noted he contacted the Chief of Police to see what happened and he still has not received a report and is hoping to get a follow-up. He hopes the dog can tell if a person is on drugs or tell the emotions of a person. He also would like to know if the dog can work undercover.

CITY MANAGER'S REPORT:

Mr. Clark noted they are celebrating Georgia Cities Week in conjunction with the other cities. He noted they plan to hold their first Public Safety Pinning and Promotion Ceremony at 6 pm in the gymnasium. He noted on the 25th they have a Coffee with the Chief event at Jerry's Café at 9 am and on the 26 there will be a Food and Wine Crawl at 5 pm at the fountain. He sent condolences to the family of Skip Leighton of Falcon Engineering who recently passed. He noted that they are in the process of the acceptance and denial stage of the Home Program and it should be finalized over the next few weeks. He noted that 29 contractors have been qualified to perform the home renovations. He thanked Mr. Shelby and the Fire Dept for winning the D R Brown Award, from the Georgia American Concrete Institute for best public project for the public safety building at Gillum.

He thanked everyone for his accomplishment of City Manager of the Year. He noted his commitment to the community was to leave the city better than it was before he got there. He highlighted the work anniversary of Todd Bailey who has been with the city since 1996 and Keith King and Todd Mathis since 2008, along with other employees. He noted that there have been 2 additional slides to highlight the events in the city and the new businesses by ward. He highlighted the legislative office and directors' events and projects. He noted as they begin to work on the budget they have put a lot of effort into littering and the beautification of the city. He gave an update on the Business Incubator, the Forest Park Landscape Median, and other Forest Park projects.

CEREMONIAL:

Proclamation recognizing Georgia Cities Week April 21-27, 2024.

Background/History:

Georgia Cities Week is an annual event in the state of Georgia dedicated to celebrating and raising awareness about the importance of cities and local government. Typically held during a designated week in April, it aims to highlight cities' role in providing essential services, fostering community engagement, and driving economic growth.

During Georgia Cities Week, municipalities across the state organize various activities and events to engage residents and promote civic pride. These activities may include open houses at city facilities, educational programs about local government functions, community service projects, environmental initiatives, arts and cultural events, and recreational activities for residents of all ages.

The Mayor and the Council took pictures.

Proclamation recognizing the City of Forest Park as a Purple Heart City-Legislative Offices

Background/History:

The Purple Heart is a military decoration awarded to members of the armed forces who are wounded or killed in action. Designating a city as a Purple Heart City allows communities to express gratitude and support for veterans and their families. Mayor Butler would like to present a Proclamation proclaiming the City of Forest Park as a Purple Heart City.

The Mayor and the Council took pictures.

Proclamation in Recognition of our Communication Officers for Telecommunicators Week-Police Department

Background/History:

The Forest Park Police Department currently employs 11 Communication Operators who handle incoming emergency and non-emergency calls from citizens 24/7, 365 days a year. These operators are responsible for dispatching calls for service to both police and fire personnel.

Each year, during the second week of April (April 14-20, 2024), the telecommunications personnel within the public safety community are honored. This week-long event, established in 1981 by Patricia Anderson of the Contra Costa County Sheriff's Office in California, serves as a time to recognize and express gratitude to those who dedicate their lives to serving the public. It's an important week dedicated to raising awareness of their hard work and unwavering commitment.

The Mayor and the Council took pictures.

Proclamation recognizing Steaven L. Misher as the official Poet Laureate for the City of Forest Park

Background/History:

Mr. Steaven L. Misher is a professional poet with a passion for poetry; he is also the author of four poetry books and the founder of The Poetic Outreach that Empowers & Transforms (P.O.E.T.) Foundation and the co-founder of The Poets' Place, LLC, and has been chosen to be the City's official Poet Laureate.

The Mayor and the Council took pictures.

PRESENTATIONS:

- 2. Presentation by The Forest Park Ministers Association and Proclamation presented to The Forest Park Ministers Association on behalf of Councilwoman James-Legislative Offices**

Background/History:

The Forest Park Ministers Association is a non-profit organization that supports the City of Forest Park's vision by partnering with elected governmental officials, businesses, charities, and local and surrounding communities. To highlight its purpose, the Forest Park Ministers Association would like to give a brief presentation. Followed by receiving a proclamation on behalf of Councilwoman James.

Noted it is an honor to be able to partner with the City of Forest Park. He believes if a church is in a community, that it should serve the community that it is in. He read the mission statement and noted that positive growth within the community is based on improving communication between citizens, government, religious groups, and businesses. He noted one important mission was to make sure everyone in the community has a voice to be heard. He noted they were founded in 2004 by Dr. Leon Beeler, Pastor of Gateway Restoration Church after having a convention with the Mayor. It was discovered by Mayor Chuck Hall that there was a disconnect between the community, the government, and businesses. He encouraged Dr. Beeler to start the Forest Park Minister Association. He noted their goals were to unify the city and to make sure no homeless or underprivileged child went hungry. He noted that the Annual Day of Prayer is held in Starr Park, and local churches come to sing, minister, and praise dance. He thanked the Police and Fire Chief and noted they give Christmas bags to these departments for all they do. He noted there is a Community Cleanup on Saturday where they pray and clean. He noted they have a living Legends Banquet where they honor the people who have served the community faithfully. He noted they have a City Wide Revival yearly to make sure souls are saved. There is a back-to-school Youth Gathering held by Justin Cook to let them know they are not by themselves. He noted they have monthly meetings which is also a networking event and a number of other events.

3. **Presentation on Autism Awareness Month 2024: Building Community Within Forest Park-Recreation and Leisure**

Background/History:

Autism Spectrum Disorder, also known as ASD, is a developmental disability caused by differences in the brain. Individuals with ASD often have problems with social communication and interaction or restrictive or repetitive behaviors or interests. According to studies conducted by the CDC in 2020, within Georgia, around 1 in 46 children aged 8 were identified with Autism. Studies also show that early detection can help children with Autism achieve optimum health and reach their full potential when they reach adulthood. April is Autism Awareness Month where it strives to bring social and community awareness about autism acceptance and promotes inclusion and connectedness for people with autism as cases continue to rise. On Saturday, April 27, 2024 at 9:00 am in the rear parking lot of the Elaine Corley Recreation Center, the Recreation & Leisure Services Department will host its first annual Autism Awareness Walk to bring more awareness to the City of Forest Park.

Director Maxwell noted he has been encouraged to take the time to help his team grow as far as staff members. He noted he took on the challenge to do this and introduced ReShai Reeves Program Coordinator.

ReShai Reeves- she thanked them for having her for Autism Awareness Month also known as Autism Acceptance Month. She noted children start to show signs around 3 years old. She noted boys are impacted more than girls and girls should be tested if they exhibit any signs. She noted there are 3 levels to Autism. She noted there are organizations in the Northern Counties of Georgia to help families with Autism, but not in Clayton County. Ms. Reeves noted the way they can help is by embracing differences. She noted if they would like to learn more, they are having their first Annual Autism Awareness Walk at 9:00 am in the rear parking lot of the Elaine Corley Recreation Center on April 27th, which is a rain or shine event.

Councilmember James – thanked her for the presentation and noted she knows the diagnosis for Autism has increased.

Council member Gutierrez- thanked her for the educational presentation.

Councilmember Akins-Wells thanked her for the presentation.

4. **Presentation on the February FY23-24 Financial Report**-Finance Department

Background/History:

The Finance Department is presenting FY2023-2024 Monthly Financial review of the City's financials. The purpose of the monthly financial review is to help us know how healthy the City's cash flow is and help evaluate department performance to see if the executive office needs to reallocate resources to achieve the financial goals for the City.

John Wiggins – gave an update on the year-to-date revenues which is \$32,109,49. He noted the expenses are \$24,379,841. This gives the difference of \$7,729,650. He showed a slide from the General Expense Fund by department for March of what has been spent. He noted they are cleaning up the Special Revenue Fund and the 200 Fund. Mr. Wiggings noted they will be moving on to the 300 Fund which is the SPLOST and Capital Fund.

Councilmember James- noted she wanted to make sure that she brings to the Council attention on page 67, the investment income YTD \$121,000 plus dollars.

Councilmember Antione- thanked him for the presentation.

Councilmember Gutierrez – thanked him.

NEW BUSINESS:

5. Council Approval of a Property & Liability Brokerage Services – Executive Offices

It was moved to approve Gallager Risk Management Services as the city's Broker of records for Property & Liability Services.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

6. Council Approval of the Budget Amendment for Special Revenue - Finance Department

It was moved to approve the Budget Amendment for Special Revenue.

Motion made by Councilmember Antoine, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

7. Council Approval to enter into a contract with Garrard Construction to make exterior repairs to the Rite Aid Building in the amount of \$28,319.00-Planning and Community Development Department. **This item was deleted from the agenda.**

7. It was moved to approve to immediately designate MSI to be the Official Benefits Broker for the City of Forest Park. **New Item that replaced the original item.**

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

8. Council Approval of certain Purchases for the Fire Department-Fire Department

It was moved to approve certain Purchases for the Fire Department.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

9. Council Approval to Authorize the Police Department to Submit and Accept an Explosive Ordnance Disposal (EOD) Canine Grant- Police Department

It was moved to approve to Authorize the Police Department to Submit and Accept an Explosive Ordnance Disposal (EOD) Canine Grant.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

10. Council Approval to Accept the Donation of a Bloodhound-Police Department

It was moved to approve the Donation of a Bloodhound.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

11. Council Approval of the Special Facilities Request at Starr Park and sponsored by Legendary WIGO 1570 AM and Operation Push Too, LLC for Saturday, May 11, 2024 between 12pm-6pm—Recreation and Leisure Department

It was moved to approve of the Special Facilities Request at Starr Park and sponsored by Legendary WIGO 1570 AM and Operation Push Too, LLC for Saturday, May 11, 2024 between 12pm-6pm; and for them to provide a Certificate of Insurance.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Council Comments/Discussion:

Councilmember James wanted to know if there were any other stipulations to be identified.

Mr. Clark noted that they provide a Certificate of Insurance for a total of 1 million dollars. The second condition is that they provide ample security, determined by the Recreation Director based on the size of the event.

Councilmember James amended her motion to include the addition of security based on Director Maxwell's recommendations.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James- thanked everyone for coming out and the support they show to the city. She noted this Thursday she will not have her Ward meeting. She noted they have received a Debt Satisfaction Certificate, from the United States Department of Army, that they borrowed in 2004.

Councilmember Antione – thanked everyone for coming and looks forward to seeing them at the next meeting.

Councilmember Gutierrez – thanked everyone for coming out. He thanked Chief Criss for being innovative when it comes to the city. He thanked the Forest Park Minister Association for everything they did. He noted they have an amazing impact on the community. He thanked the 911 operators for always doing a great job when it come to the

community. He noted he is excited about the Fort Gillum news and that it is a huge accomplishment. He noted this Saturday they are celebrating Selena Day, and he looks forward to seeing everyone.

Councilmember Mears- thanked everyone for coming and noted that Mr. Willie Finch is the oldest citizen to attend the meeting. He noted everyone should attend the meetings because it is where they come to take care of their business.

Councilmember James- noted that May 18 is Community Field Day. She noted the Seniors will parade around town and at the end Alumni Sania Fagen who plays with the University of South Carolina will be the Grand Marshal.

Mayor Butler – noted Justin who graduated from Forest Park High School went to the University of Alabama is up for NFL draft. She thanked everyone for being there and for the work that they do.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

It was moved to recess into Executive Session at 8:27 p.m. for Personnel, Litigation, or Real Estate matters.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins Wells, Councilmember Mears

It was motioned to reconvene into the Council Regular Session at 8:44 p.m.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins Wells, Councilmember Mears

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.

ADJOURNMENT:

It was moved to adjourn the Regular Session at 8:45 p.m.

Motion made by Councilmember James, Seconded by Councilmember Antione.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins Wells, Councilmember Mears



CITY COUNCIL SPECIAL CALLED MEETING

Tuesday, April 23, 2024 at 4:30 PM
 Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
 YouTube: <https://bit.ly/3c28p0A>
 Phone Number: (404) 366.4720

FOREST PARK CITY HALL
 745 Forest Parkway
 Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
 The Honorable Hector Gutierrez
 The Honorable Allan Mears

The Honorable Dabouze Antoine
 The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
 Randi Rainey, City Clerk
 Danielle Matricardi, City Attorney

DRAFT MINUTES

VIRTUAL NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be live-streamed and available on the City's

YouTube page - "**City of Forest Park GA**"

CALL TO ORDER/WELCOME: Mayor Butler called the meeting to order at 4:32 P.M.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2- Via Zoom		✓
Hector Gutierrez	Council Member, Ward 3- Via Zoom		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5		✓

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate).

It was moved to recess into Executive Session at 4:32 p.m. for Personnel, Litigation, or Real Estate matters. The motion was made by Councilmember James and seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears.

It was moved to reconvene into the Council Work Session at 5:45 pm. The motion was made by Councilmember James and seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears.

It was moved to approve and authorize Atlanta New Home Marketing to negotiate Project Wall. The motion was made by Councilmember Mears and seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, and Councilmember Mears.
Voting Nay: Councilmember Akins-Wells.

ADJOURNMENT:

It was moved to adjourn the meeting at 5:48 pm.

The motion was made by Councilmember Akins-Wells and seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, and Councilmember Mears.

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at 404-366-4720 at least 24 hours before the meeting.

File Attachments for Item:

2. Recognition of Ward 4 Yard of the Quarter-Legislative Offices

Background/History:

The purpose of the Yard of the Quarter program is to promote goodwill and recognize and support City of Forest Park Ward 4 residents who demonstrate exemplary efforts in maintaining their homes and yards to enhance the overall appearance of the entire community. The award this month is being presented to residents at 5212 Ash Street.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Recognition of Ward 4 Yard of the Quarter

Submitted By:

Date Submitted: 04-23-2024

Work Session Date: 05-06-2024

Council Meeting Date: 05-06-2024

Background/History:

The purpose of the Yard of the Quarter program is to promote goodwill and recognize and support City of Forest Park Ward 4 residents who demonstrate exemplary efforts in maintaining their homes and yards to enhance the overall appearance of the entire community. The award this month is being presented to residents at _____

Action Requested from Council:

Cost: \$

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

File Attachments for Item:

3. Presentation on Water Safety-Recreation and Leisure Department

Background/History:

Water safety encompasses a broad spectrum of practices and guidelines aimed at preventing accidents and injuries in and around bodies of water. Whether it's swimming in a pool, enjoying a day at the beach, or participating in water sports, understanding and implementing water safety measures is crucial for individuals of all ages.

City Council Agenda Item

Subject: Water Safety Awareness/ Staying Safe Around Water Presentation – Recreation & Leisure Services

Submitted By: Marquessa Moore

Date Submitted: April 26, 2024

Work Session Date: May 06, 2024

Council Meeting Date: May 06, 2024

Background/History:

Water safety encompasses a broad spectrum of practices and guidelines aimed at preventing accidents and injuries in and around bodies of water. Whether it's swimming in a pool, enjoying a day at the beach, or participating in water sports, understanding and implementing water safety measures is crucial for individuals of all ages.

Cost: \$ N/A

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

No action needed from Council.



CITY OF
FORESTPARK
RECREATION AND LEISURE

WATER SAFETY AWARENESS

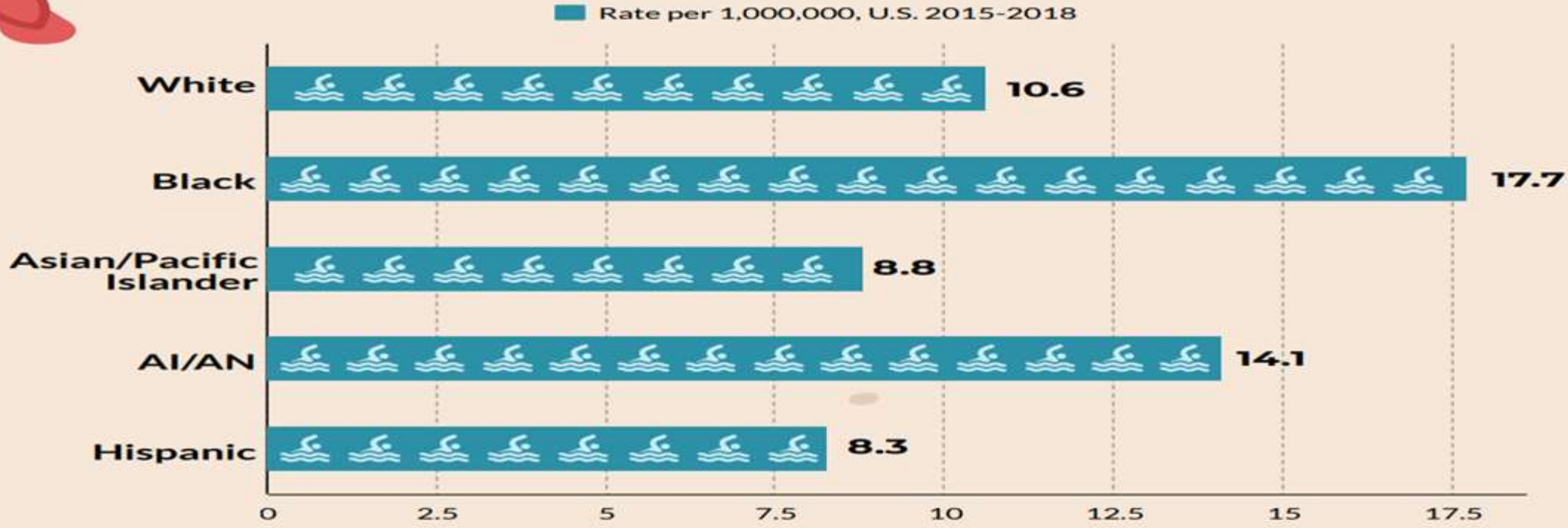
Staying Safe Around Water

Presented By:

Marquessa Moore, Aquatics Coordinator

Rates of Drowning Deaths by Race/Ethnicity

Item # 3.



Source: CDC WISQARS, 2015-2018

236,000
PEOPLE DIE FROM DROWNING EVERY YEAR.

2.5 MILLION
DEATHS OVER THE PAST DECADE.

90%
OF THESE DEATHS HAPPEN IN LOW-AND MIDDLE INCOME AREAS



- Lack of swimming ability
- Lack of barriers controlling access to water
- Lack of close supervision
- Proximity to body of water (swimming pools, lakes, rivers or ocean)
- Failure to wear life jackets
- Use of alcohol
- Seizure disorders



COMMON CAUSES OF DROWNING

WATER SAFETY TIPS

- Always swim with a buddy.
- Learn how to swim.
- Supervise children around water.
- Wear a life jacket.
- Avoid alcohol when swimming.
- Follow posted rules and warnings.
- Learn CPR.

STARR PARK POOL



❖ Opening Day is May 24, 2024

- ❖ Pool Hours of Operation:

Friday	4:00p -8:00p
Saturday	1:00p-8:00p
Sunday	12:00n-8:00p
- ❖ We offer swim lessons for all age groups, starting at 6 months of age.
- ❖ Swim Lesson and Water Aerobic Registration opens May 20, 2024 at 8am.

File Attachments for Item:

4. Presentation on Older American Month-Recreation and Leisure Department

Background/History:

Designated by President John F. Kennedy in 1963, Older American Month has made way for federal initiatives providing comprehensive services for older adults like the Older Americans Act of 1965. Celebrated every May and led by the Administration for Community Living, Older American Month promotes powerful themes to help celebrate the impact of older Americans. The 2024 theme is Powered by Connection, which recognizes the profound impact that meaningful relationships and social connections have on the health and well-being of older adults. In accordance with this year's theme we recognize one of our Legacy members of the Forest Park Senior Community, Virginia Wise, who is receiving President Biden's 2024 Lifetime Achievement Award for Volunteer Service

City Council Agenda Item

Subject: Older American Month – Recreation & Leisure Services

Submitted By: Anne Foster

Date Submitted: April 26, 2024

Work Session Date: May 6, 2024

Council Meeting Date: May 6, 2024

Background/History:

Designated by President John F. Kennedy in 1963, Older American Month has made way for federal initiatives providing comprehensive services for older adults like the Older Americans Act of 1965. Celebrated every May and led by the Administration for Community Living, Older American Month promotes powerful themes to help celebrate the impact of older Americans. The 2024 theme is *Powered by Connection*, which recognizes the profound impact that meaningful relationships and social connections have on the health and well-being of older adults. In accordance with this year's theme we recognize one of our Legacy members of the Forest Park Senior Community, Virginia Wise, who is receiving President Biden's 2024 Lifetime Achievement Award for Volunteer Service.

Cost: \$ N/A

Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

No action needed from Council.



May 2024
Older Americans Month
“Powered By Connection”

1963 –

President John F. Kennedy

and members of the

National Council of Senior Citizens

designated May as

“Senior Citizens Month”

prelude to Older Americans Month.

1965 – Older Americans Act –

The 1st federal initiative aimed at

providing comprehensive services

for older adults.

Across the nation Senior Centers

serve as a gateway to the Nation’s

Ageing Network.



- **1. National Aging Network – Federal Level**



- **2. State Units on Aging -**
- **State Level**



- **3. Area Agencies on Aging**
- **(Triple As) – Local Level**
- **The Atlanta Regional Commission**
- **10 county region**

**During Older Americans Month the City of Forest Park's
Recreation and Leisure Services recognizes and honors its
“Legacy Members”**

Bishop Julia Virginia Wise
Recipient of President Joseph Biden's 2024
Lifetime Achievement Award for Volunteer Service



**OLDER
AMERICANS
MONTH**



POWERED BY CONNECTION: MAY 2024



**JOIN US AS WE CELEBRATE OUR
"LEGACY MEMBERS"
FRIDAY - MAY 17, 2024
11:00 AM**

**CITY OF FOREST PARK
SENIOR CENTER
5087 PARK AVE
FOREST PARK, GA 30297**

File Attachments for Item:

5. Council Approval of six (6) new recruits to the Fire Department (introductions)- Fire and EMS Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: FOREST PARK FIRE & EMS – SIX NEW RECRUITS TO THE DEPARTMENT (INTRODUCTIONS)

Submitted By: FIRE & EMS

Date Submitted: APRIL 29, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

The Forest Park Fire & EMS Department has recently recruited six (6) new employees.

- Rashad Lawson
- Regina Williams
- Zachary Kempf
- Mason Ricciardi
- Shanika Smith
- Kirome Wood

Division Chief Keith King will present the introductions.

Cost: \$ N/A **Budgeted for:** Yes No

Financial Impact: NONE

Action Requested from Council: NONE – INTRODUCTION GIVEN BY DIVISION CHIEF KEITH KING

File Attachments for Item:

6. Council Approval to Purchase Additional Fire Suppression Gear (Bunker Gear)-Fire and EMS Department

CITY OF
FORESTPARK

City Council Agenda Item

Subject: FOREST PARK FIRE & EMS – APPROVAL TO PURCHASE ADDITIONAL FIRE SUPPRESSION GEAR (BUNKER GEAR)

Submitted By: SANDRA DAVIS – OFFICE COORDINATOR

Date Submitted: APRIL 19, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

THE FOREST PARK FIRE DEPARTMENT NEED TO PURCHASE ADDITIONAL FIRE SUPPRESSION GEAR TO INCLUDE: 5 - FIRE INSTRUCTOR SETS, JACKETS, TROUSERS W/SUSPENDERS, HOODS, GLOVES, BOOTS, HELMETS, JACKET PATCHES. THESE ARE EXTENDED FROM THE ORIGINAL REQUEST OF JANUARY 2024 FOR 12 SETS OF TROUSERS & JACKETS. THIS PURCHASE WILL ENABLE OUR FIREFIGHTERS TO HAVE TWO COMPLETE SETS OF SUPPRESSION GEAR.

WE WILL PURCHASE FROM BENNETT FIRE PRODUCTS DUE TO THEM BEING LOCAL AND CARRY THE GLOBE BRAND OF GEAR WHICH IS ALREADY IN STOCK WITH SHORT WAIT TIMES FOR DELIVERY. THE OTHER VENDOR IN THE REGION SPECIALIZES IN CUSTOMIZED GEAR AND THE WAIT TIME COULD BE UP TO 10 MONTHS FOR DELIVERY.

SUPPRESSION GEAR WAS APPROVED IN OUR 5-YEAR CAPITAL PLAN. THE FUND TO BE USED IS CAPITAL 300-61-3510-52-3718. THE TOTAL COST IS \$86,327.75, HOWEVER WE WERE ALREADY APPROVED FOR \$35,844.00 IN JANUARY. **THE DIFFERENCE WILL BE \$50,483.75**

Cost: \$ 50,483.75 **Budgeted for:** Yes No

FINANCIAL IMPACT: 300-61-3510-52-3718 (CAPITAL)

Action Requested from Council: COUNCIL APPROVAL NEEDED.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE PURCHASE OF FIRE SUPPRESSION GEAR FOR THE FIRE AND EMS DEPARTMENT.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City’s Fire and EMS Department finds it necessary to purchase additional fire suppression gear, including five (5) fire instructor sets, jackets, trousers w/suspenders, hoods, gloves, boots, helmets, and jacket patches; and

WHEREAS, pursuant to the City’s Code of Ordinances, competitive bids are not required for purchases made pursuant to a cooperative purchasing contract; and

WHEREAS, the City of Lake City has an existing contract with Bennett Fire Products Co., Inc. under which the City can purchase the fire suppression gear; and

WHEREAS, this equipment is necessary to protect the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The quote from Bennett Fire Productions Co., Inc. for fire suppression gear as presented to the Council on May 6, 2024, is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

7. Council Discussion and Approval of Stryker Annual Service Agreement (Yr. 2 Renewal) in the amount of \$23,580.58-Fire and EMS Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Stryker Annual Service Agreement (Yr 2 Renewal)

Submitted By: SANDRA DAVIS – FPDF

Date Submitted: April 22, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

Renewal of Stryker annual service agreement for Lifepaks & Lucas. Services include parts & labor, annual inspection, battery replacement, product equipment, and replacement parts.

2nd-year renewal cost \$23,580.58.

Cost: \$ **\$23,580.58** **Budgeted for:** **Yes** **No**

Financial Impact: CAPITAL CONTRACTUAL SERVICES (300-61-5310-54-2502)

Action Requested from Council: Approval

Sales Rep Name: Laura Persons
 ProCare Service Rep: Dean Morse

3800 E. Centre Ave
 Portage, MI 49009

Date: 10/10/2022
 ID #: 221006100404

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1064617	Name: Drew Gelmini
Shipping Acct Num: 1064617	Title: EMS Coordinator
Account Name: Forest Park Fire	Phone: 770.851.9891
Account Address: 785 Linda Way	Email: agemini@forestparkga.gov
City, State Zip: Forest Park, GA 30297	

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs			Total
1	LP15	LifePak 15	39258782	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
2	LP15	LifePak 15	39263613	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
3	LP15	LifePak 15	39263617	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
4	LP15	LifePak 15	49371387	LP15 Prevent Onsite	1	5			\$10,495.00
5	LP15	LifePak 15	49371418	LP15 Prevent Onsite	1	5			\$10,495.00
6	LP15	LifePak 15	49371998	LP15 Prevent Onsite	1	5			\$10,495.00
7	LUCAS	LUCAS	3015F114	LUCAS Prevent Onsite	1	1	End 10/31/2023		\$1,637.00
8	LUCAS	LUCAS	3522BZ19	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
9	LUCAS	LUCAS	3522BZ20	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
10	LUCAS	LUCAS	3522CB80	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
11	6390	Power-LOAD	2106012400059	EMS Prevent	1	5			\$10,095.00
12	6390	Power-LOAD	2106012400060	EMS Prevent	1	5			\$10,095.00
13	6390	Power-LOAD	2102012400031	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
14	6390	Power-LOAD	2102012400105	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
15	6390	Power-LOAD	2102012400292	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
16	6506	Power Cots	2106003502271	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
17	6506	Power Cots	2106003502272	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
18	6506	Power Cots	2104003500879	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
19	6506	Power Cots	2104003500880	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
20	6506	Power Cots	2104003500881	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50

PROGRAM INCLUDES:

EMS Prevent:
 *Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service
 *Includes battery replacement
 *Includes product equipment checklists.
 *Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:
 ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage


LP15 Prevent Onsite:
 ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$118,029.30
Annual Payments \$23,580.58	Discount	20%
See below for complete payment schedule	FINAL TOTAL	\$94,423.44

Start Date: 11/1/2022
 End Date: 10/31/2027

Stryker Signature _____

Date _____

Customer Signature 

Date 10/27/2022

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number _____

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:

Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 117,902.88
11/1/2022	\$ 23,580.58	\$ -	\$ 94,322.30	\$ 94,322.30
11/1/2023	\$ 23,580.58	\$ -	\$ 70,741.73	\$ 70,741.73
11/1/2024	\$ 23,580.58	\$ -	\$ 47,161.15	\$ 47,161.15
11/1/2025	\$ 23,580.58	\$ -	\$ 23,580.58	\$ 23,580.58
11/1/2026	\$ 23,580.58	\$ -	\$ -	\$ -

As of March 2020

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Sales Rep Name: Laura Persons
 ProCare Service Rep: Dean Morse

3800 E. Centre Ave
 Portage, MI 49009

Date: 10/10/2022
 ID #: 221006100404

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1064617	Name: Drew Gelmini
Shipping Acct Num: 1064617	Title: EMS Coordinator
Account Name: Forest Park Fire	Phone: 770.851.9891
Account Address: 785 Linda Way	Email: agemini@forestparkga.gov
City, State Zip: Forest Park, GA 30297	

PROCARE COVERAGE

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4	LP15	LifePak 15	49371387	LP15 Prevent Onsite	1	5			\$10,495.00
5	LP15	LifePak 15	49371418	LP15 Prevent Onsite	1	5			\$10,495.00
6	LP15	LifePak 15	49371998	LP15 Prevent Onsite	1	5			\$10,495.00
7	LUCAS	LUCAS	3015F114	LUCAS Prevent Onsite	1	1	End 10/31/2023		\$1,637.00
8	LUCAS	LUCAS	3522B219	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
9	LUCAS	LUCAS	3522B220	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
10	LUCAS	LUCAS	3522CB80	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
11	6390	Power-LOAD	2106012400059	EMS Prevent	1	5			\$10,095.00
12	6390	Power-LOAD	2106012400060	EMS Prevent	1	5			\$10,095.00
13	6390	Power-LOAD	2102012400031	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
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15	6390	Power-LOAD	2102012400292	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
16	6506	Power Cots	2106003502271	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
17	6506	Power Cots	2106003502272	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
18	6506	Power Cots	2104003500879	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
19	6506	Power Cots	2104003500880	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
20	6506	Power Cots	2104003500881	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50

PROGRAM INCLUDES:

EMS Prevent:
 *Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service
 *Includes battery replacement
 *Includes product equipment checklists.
 *Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:
 ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:
 ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	Annual Payments \$23,580.58	ProCare Total Discount	\$118,029.30
	See below for complete payment schedule	FINAL TOTAL	\$94,423.44

Start Date: 11/1/2022
 End Date: 10/31/2027

Stryker Signature _____ Date _____
 Customer Signature *[Signature]* Date *10/27/2022*

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number _____

This is not an invoice. A physical invoice will be mailed.
 Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:
 Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 117,902.88
11/1/2022	\$ 23,580.58	\$ -	\$ 94,322.30	\$ 94,322.30
11/1/2023	\$ 23,580.58	\$ -	\$ 70,741.73	\$ 70,741.73
11/1/2024	\$ 23,580.58	\$ -	\$ 47,161.15	\$ 47,161.15
11/1/2025	\$ 23,580.58	\$ -	\$ 23,580.58	\$ 23,580.58
11/1/2026	\$ 23,580.58	\$ -		\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	39258782	LP15 Prevent Onsite
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3	LP15	39263617	LP15 Prevent Onsite
4	LP15	49371387	LP15 Prevent Onsite
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6	LP15	49371998	LP15 Prevent Onsite
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9	LUCAS	3522BZ20	LUCAS Prevent Onsite
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12	6390	2106012400060	EMS Prevent
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14	6390	2102012400105	EMS Prevent
15	6390	2102012400292	EMS Prevent
16	6506	2106003502271	EMS Prevent
17	6506	2106003502272	EMS Prevent
18	6506	2104003500879	EMS Prevent
19	6506	2104003500880	EMS Prevent
20	6506	2104003500881	EMS Prevent



Purchase Order Form

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 221006100403

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1064617	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1064617	
Company Name	Forest Park Fire	
Contact or Department	Drew Gelmini	
Street Address	785 Linda Way	
Add'l Address Line		
City, ST ZIP	Forest Park, GA 30297	
Phone	770.851.9891	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 221006100403

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK[®] 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

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 - Stryker will continue to offer contractual service on a yearly basis only
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 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE ANNUAL SERVICE AGREEMENT WITH STRYKER CORPORATION.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Fire and EMS Department desire to renew the City’s existing contract with Stryker Corporation for Lifepak and Lucas maintenance, repair, and related services; and

WHEREAS, this service contract will benefit the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The annual services contract with Stryker Corporation is hereby approved, subject to the execution of a written agreement reviewed by the City Attorney.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

8. Council Discussion and Approval for an Ignitable Liquid Detection Canine- Fire and EMS
Department



Subject: Council Discussion and Approval of the Implementation of an Ignitable Liquid Detection Canine for the Fire Department.

Department: Fire / EMA

Date Submitted: 4/8/2024

Work Session Date: 5/6/2024

Council Meeting Date: 5/6/2024

Background/History: Forest Park Fire and Emergency Services is an all-hazards department providing services to the citizens of Forest Park and handling incidents involving fire, EMS, technical rescue, hazardous materials, and more. We also provide emergency management planning, fire and life safety education, community risk reduction, fire code compliance inspections, and fire investigations.

The department is seeking approval to implement its first-ever Ignitable Liquid Detection Canine. This will be a multipurpose canine, which will undertake tasks such as ignitable liquid detection, serve as a therapy/comfort canine among fire department personnel, and engage in community-building activities by participating in educational programs in schools or events.

The department is committed to covering all expenses related to the training, equipment, and healthcare for the canine.

Cost: \$10,000

Budgeted for: Yes No

Financial Impact: Initial start up cost of \$10,000. Yearly maintenance/preventative cost is an estimated \$4,000.

Action Requested from Council: Discussion Only Approval at Regular Meeting

Ignitable Liquid Detection Canine Project Proposal

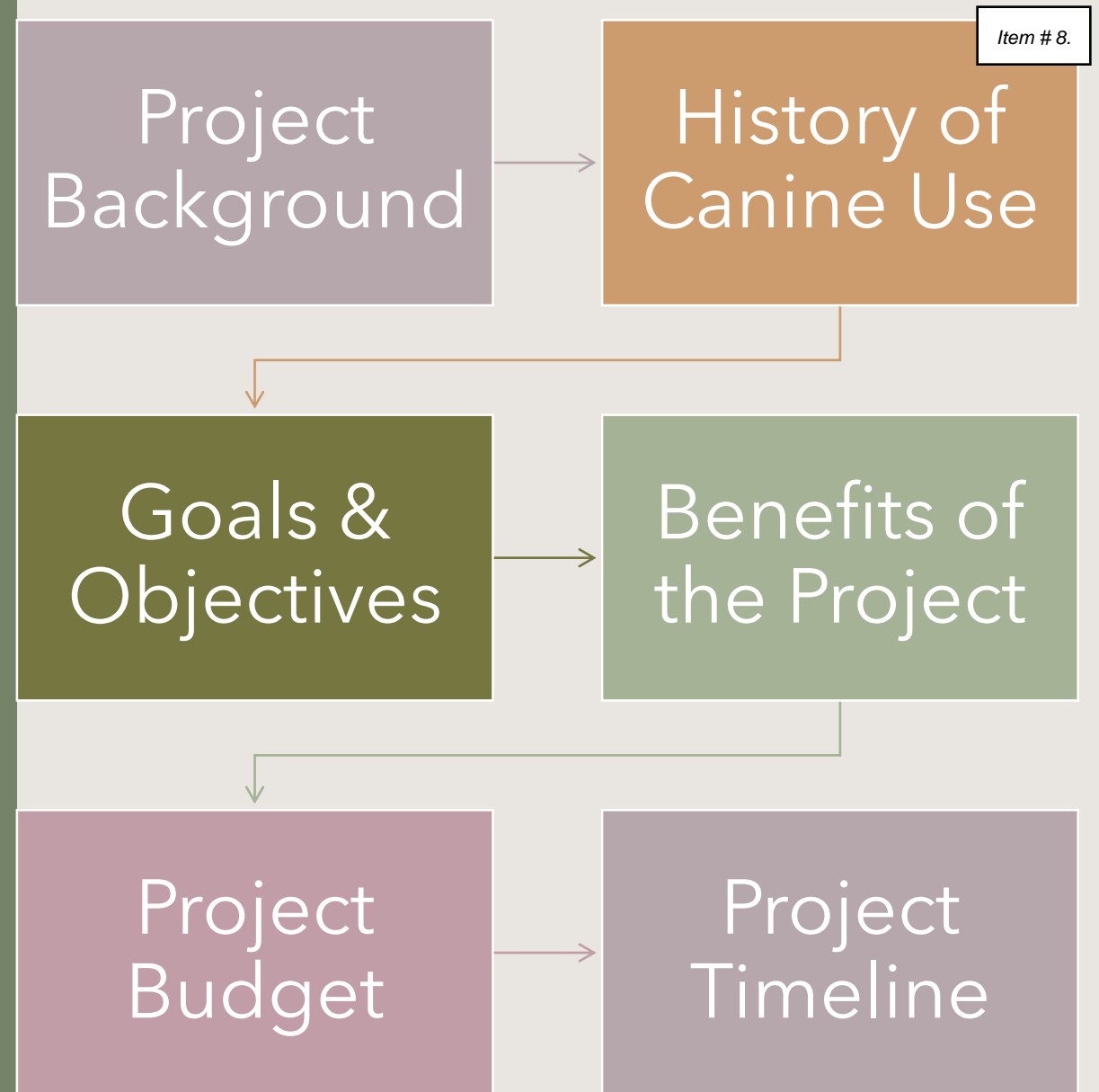
Prepared for
City of Forest Park

Prepared by
Ioana Armstrong

May 6, 2024



Table of Contents



Project Background

Ever since I became a Fire Investigator, I have wanted to become a K9 handler and bring the first-ever "Arson Canine" to Forest Park Fire and Emergency Services.

I believe the addition of an ignitable liquid detection canine to our community will send a message to those we serve that we are taking fire education, prevention, and investigation seriously.

Canines have also been effective in promoting interaction with the public at schools, events, and other day-to-day interactions, especially since adults and children alike love animals.

Dogs are also therapeutic by nature. We see this with emotional support canines in children's hospitals, or those assigned to one individual due to having a disability. Therapy dogs can provide comfort and emotional support, which can improve psychological wellbeing.

If this proposal is granted, I intend to take on the responsibility of caring for our arson canine as its handler.



Item # 8.



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History of Canine Use

What is an "Accelerant"?

It is a substance which, when ignited, gives rise to the rapid spread of fire.

The use of canines to aid in the detection of accelerants in fire investigations has been implemented since the early 1980s.



Goals & Objectives

With Chief Clemons' approval, present the program proposal before the Mayor and City Council for their consideration and approval.

Work with Hurricane Creek K-9 Kennel to obtain one (1) fully trained ignitable liquid detection canine. Obtain training and certification as the handler from the National Narcotic Detector Dog Association (NNDDA).

Utilize the Ignitable Liquid Detection K-9 to enhance arson awareness and public education by conducting canine demonstrations at various organizations, including schools, city events, and as a resource for our mutual aid partners to support their fire prevention outreach and education efforts.

Utilize the Ignitable Liquid Detection K-9 as FPPD's first in-house service canine. It's well-known that first responders are susceptible to developing depression, stress, post-traumatic stress, and other mental health issues.



Benefits of the Project

Benefit 1

The benefit of using a canine is the dog's ability to quickly pinpoint accelerant residue.



Benefit 2

As a public service, the canine will promote community safety issues through prevention and detection demonstrations.



Benefit 3

The canine can provide emotional support, reduce depression, and support mental health for our department's personnel.



Project Budget & Description



Item # 8.



Main Budget (one-time investment) = \$10,000



Yearly Budget (after initial cost to include food, vet, equipment) = \$4,000

- One (1) Canine donated to FPDF by Hurricane Creek K-9 Kennel.....\$0
- Outfit of One (1) Chevy Silverado to accommodate K-9 donated by the GA Police Canine Foundation.....\$0
- One (1) Heat Alarm for Chevy Silverado donated by the GA Police Canine Foundation.....\$0
- Training & Certification Program for K-9 & Handler.....\$10,000
- Yearly Estimated Budget for K-9 after initial cost to include food and veterinary visits.....\$4,000

Project Timeline



Timeline 01

Approval of Item # 8.
Ignitable Liquid
Detection K-9
project proposal:
April 15th, 2024,
Council Meeting.



Timeline 02

One (1) fully
trained canine:
Immediate or
delay (3-9
months).



Timeline 03

K-9 Handler
training and
certification
(12 weeks).

Thank You!



Potential Recruit: Alli



#OneForestPark



iarmstrong@forestparkga.gov



www.forestparkga.gov/fire



404-825-3586

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE FIRE AND EMS DEPARTMENT TO ESTABLISH AN IGNITABLE LIQUID DETECTION CANINE PROGRAM.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Fire and EMS Department desires to procure one (1) fully trained ignitable liquid detection (ILD) canine from Hurricane Creek K-9 Kennel to establish an ILD canine program, including the training and certification of a first responder as ILD canine handler; and

WHEREAS, the Department would utilize the canine to detect accelerants in fire investigations, enhance arson awareness, provide public education, and serve as an in-house emotional support animal for its first responders; and

WHEREAS, the establishment of an ILD Canine Program will benefit the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The Fire and EMS Department is hereby authorized to establish the ILD Canine Program as presented to Council on May 6, 2024.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

9. Council Approval of the Purchase of a Life Pak 15 v4 Monitor/Defibrillator for Rescue truck-Fire and EMS Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: PURCHASE OF LIFE PAK 15 V4 MONITOR/DEFIB FOR RESCUE TRUCK

Submitted By: FIRE AND EMS

Date Submitted: APRIL 29, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

The Forest Park Fire Department needs to purchase a Life Pak 15 V4 Monitor & Defibrillator for our Rescue Truck. (This will include battery chargers, hoses, amps, case, ProCare and Wi-Fi Gateway)

The vendor who supplies this product is Stryker Medical. There is currently a service contract in place with Stryker.

Due to the cost of this purchase, we are seeking approval from Council to purchase.

Cost: \$ 59,600.43

Budgeted for: Yes No

Financial Impact: 100-60-3610-53-1137 (Rescue Truck Equipment)

Action Requested from Council: Approval to purchase



Forest Park Fire EMS LP15 NO Trade-In (1) 3.18.24

Quote Number: 10864781

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308
Chicago, IL 60673-3308

Prepared For: FOREST PARK FIRE AND EMS

Rep: Taylor Riggs

Attn:

Email: taylor.riggs@stryker.com

Phone Number: (334) 752-2047

Mobile: (334) 752-2047

Quote Date: 03/18/2024

Expiration Date: 06/16/2024

Contract Start: 03/18/2024

Contract End: 03/17/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	FOREST PARK FIRE AND EMS	Name:	FOREST PARK FIRE AND EMS	Name:	CITY OF FOREST PARK
Account #:	20135455	Account #:	20135455	Account #:	20120624
Address:	4539 JONESBORO RD FOREST PARK Georgia 30297-3542	Address:	4539 JONESBORO RD FOREST PARK Georgia 30297-3542	Address:	745 FOREST PKWY FOREST PARK Georgia 30297-2209

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	1	\$40,974.35	\$40,974.35
2.0	41577-000288	LP15 ACCRY SHIPKIT, AHA, S	PCE	1	\$0.00	\$0.00
3.0	11577-000004	Station Battery Charger - For the LP15	PCE	1	\$1,652.95	\$1,652.95
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	4	\$405.60	\$1,622.40
5.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	1	\$61.75	\$61.75
6.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$43.55	\$43.55
7.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$30.55	\$30.55
8.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$22.10	\$22.10
9.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$19.50	\$19.50
10.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$52.00	\$52.00
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$289.25	\$289.25
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$74.10	\$74.10
13.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$0.00	\$0.00
14.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	PK	1	\$18.85	\$18.85



Forest Park Fire EMS LP15 NO Trade-In (1) 3.18.24

Quote Number: 10864781

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FOREST PARK FIRE AND EMS

Rep: Taylor Riggs

Attn:

Email: taylor.riggs@stryker.com

Phone Number: (334) 752-2047

Mobile: (334) 752-2047

Quote Date: 03/18/2024

Expiration Date: 06/16/2024

Contract Start: 03/18/2024

Contract End: 03/17/2025

#	Product	Description	U/M	Qty	Sell Price	Total
15.0	11996-000091	Electrode EDGE QUIK-COMBO Adult	PCE	3	\$31.20	\$93.60
16.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PCE	3	\$37.70	\$113.10
17.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	PCE	1	\$558.35	\$558.35
18.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	PCE	1	\$614.25	\$614.25
19.0	11996-000543	EMS RD Rainbow SET MD20-04', 20-pin mini-D rectangular connector, 4ft.	PCE	1	\$218.40	\$218.40
21.0	11140-000015	AC power cord	PCE	1	\$70.20	\$70.20
22.0	11140-000098	LP15 AC Power Adapter (power cord not included)	PCE	1	\$1,450.15	\$1,450.15
Equipment Total:						\$47,979.40

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
23.1	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order 02/07/2024 - 02/06/2029 Parts Labor Invtl - Powerbase Maintenance - Business Service	1	\$9,918.00	\$9,918.00
ProCare Total:					\$9,918.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
20.0	21996-000109	Titan III WiFi Gateway	1	\$996.00	\$996.00
Data Solutions Total:					\$996.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$707.03



Forest Park Fire EMS LP15 NO Trade-In (1) 3.18.24

Quote Number: 10864781

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FOREST PARK FIRE AND EMS

Rep: Taylor Riggs

Attn:

Email: taylor.riggs@stryker.com

Phone Number: (334) 752-2047

Mobile: (334) 752-2047

Quote Date: 03/18/2024

Expiration Date: 06/16/2024

Contract Start: 03/18/2024

Contract End: 03/17/2025

Grand Total: \$59,600.43

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Sales Rep Name: Laura Persons
ProCare Service Rep: Dean Morse

3800 E. Centre Ave
Portage, MI 49009

Date: 10/10/2022
ID #: 221006100404

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1064617	Name: Drew Gelmini
Shipping Acct Num: 1064617	Title: EMS Coordinator
Account Name: Forest Park Fire	Phone: 770.851.9891
Account Address: 785 Linda Way	Email: agemini@forestparkga.gov
City, State Zip: Forest Park, GA 30297	

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs			Total
1	LP15	LifePak 15	39258782	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
2	LP15	LifePak 15	39263613	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
3	LP15	LifePak 15	39263617	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
4	LP15	LifePak 15	49371387	LP15 Prevent Onsite	1	5			\$10,495.00
5	LP15	LifePak 15	49371418	LP15 Prevent Onsite	1	5			\$10,495.00
6	LP15	LifePak 15	49371998	LP15 Prevent Onsite	1	5			\$10,495.00
7	LUCAS	LUCAS	3015F114	LUCAS Prevent Onsite	1	1	End 10/31/2023		\$1,637.00
8	LUCAS	LUCAS	3522BZ19	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
9	LUCAS	LUCAS	3522BZ20	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
10	LUCAS	LUCAS	3522CB80	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
11	6390	Power-LOAD	2106012400059	EMS Prevent	1	5			\$10,095.00
12	6390	Power-LOAD	2106012400060	EMS Prevent	1	5			\$10,095.00
13	6390	Power-LOAD	2102012400031	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
14	6390	Power-LOAD	2102012400105	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
15	6390	Power-LOAD	2102012400292	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
16	6506	Power Cots	2106003502271	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
17	6506	Power Cots	2106003502272	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
18	6506	Power Cots	2104003500879	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
19	6506	Power Cots	2104003500880	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
20	6506	Power Cots	2104003500881	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50

PROGRAM INCLUDES:

EMS Prevent:
 *Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service
 *Includes battery replacement
 *Includes product equipment checklists.
 *Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:
 ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:
 ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	Annual Payments \$23,580.58	ProCare Total Discount	\$118,029.30
	See below for complete payment schedule	FINAL TOTAL	\$94,423.44

Start Date: 11/1/2022
End Date: 10/31/2027

Stryker Signature _____ Date _____
 Customer Signature *[Signature]* Date *10/27/2022*

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
 Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:
 Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 117,902.88
11/1/2022	\$ 23,580.58	\$ -	\$ 94,322.30	\$ 94,322.30
11/1/2023	\$ 23,580.58	\$ -	\$ 70,741.73	\$ 70,741.73
11/1/2024	\$ 23,580.58	\$ -	\$ 47,161.15	\$ 47,161.15
11/1/2025	\$ 23,580.58	\$ -	\$ 23,580.58	\$ 23,580.58
11/1/2026	\$ 23,580.58	\$ -		\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	39258782	LP15 Prevent Onsite
2	LP15	39263613	LP15 Prevent Onsite
3	LP15	39263617	LP15 Prevent Onsite
4	LP15	49371387	LP15 Prevent Onsite
5	LP15	49371418	LP15 Prevent Onsite
6	LP15	49371998	LP15 Prevent Onsite
7	LUCAS	3015F114	LUCAS Prevent Onsite
8	LUCAS	3522BZ19	LUCAS Prevent Onsite
9	LUCAS	3522BZ20	LUCAS Prevent Onsite
10	LUCAS	3522CB80	LUCAS Prevent Onsite
11	6390	2106012400059	EMS Prevent
12	6390	2106012400060	EMS Prevent
13	6390	2102012400031	EMS Prevent
14	6390	2102012400105	EMS Prevent
15	6390	2102012400292	EMS Prevent
16	6506	2106003502271	EMS Prevent
17	6506	2106003502272	EMS Prevent
18	6506	2104003500879	EMS Prevent
19	6506	2104003500880	EMS Prevent
20	6506	2104003500881	EMS Prevent



Purchase Order Form

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 221006100403

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1064617	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1064617	
Company Name	Forest Park Fire	
Contact or Department	Drew Gelmini	
Street Address	785 Linda Way	
Add'l Address Line		
City, ST ZIP	Forest Park, GA 30297	
Phone	770.851.9891	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 221006100403

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK[®] 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO PURCHASE A LIFE PAK AND DEFIBRILLATOR FROM STRYKER CORPORATION.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Fire and EMS Department needs to purchase a Life Pak 15 V4 Monitor and defibrillator for its Rescue Truck, including battery chargers, hoses, amps, a case, ProCare, and wifi gateway; and

WHEREAS, the purchase of this equipment will benefit the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The quote from Stryker Corporation to purchase a Life Pak 15 V4 Monitor, defibrillator, and related accessories for the Fire and EMS Department’s Rescue Truck, as presented to City Council on May 6, 2024 is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

10. Council Approval of a Line Item Transfer Request in the amount of \$10,500- Human Resources Department



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval to Transfer Funds from one line item to another

Submitted By: Human Resources Department

Date Submitted: April 29, 2024

Work Session Date: May 6, 2024

Council Meeting Date: May 6, 2024

Background/History:

The Human Resources Department has identified a need to adjust our budget allocation for the current fiscal year. Specifically, we are seeking approval to transfer funds in the amount of \$10,500 from line-item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses).

This proposed transfer is crucial for our department to effectively manage our expenses until the new fiscal year begins. By reallocating these funds, we will ensure the continuity of essential operations and uphold our commitment to efficient resource utilization.

Cost: \$ 10,500

Budgeted for: **Yes** **No**

Financial Impact: No

Funds are available

Action Requested from Council:

My request is for Council to approve my request to transfer funds from 100-25-1540-52-3701 in the amount of \$10,500 to line item #100-25-1540-53-1105 General Department Expense.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO REALLOCATE CERTAIN FUNDS IN THE HUMAN RESOURCE DEPARTMENT’S FISCAL YEAR 2023-2024 BUDGET.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, in accordance with O.C.G.A. § 36-81-3, the City Council desires to amend its budget to adapt to changing governmental needs during its budget period; and

WHEREAS, the Human Resources Department desires to amend its budget and reallocate funds in the amount of \$10,500 from line item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses).

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The Human Resources Department’s budget is hereby amended by reallocating funds in the amount of \$10,500 from line item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses).

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

11. Council Approval to enter into a contract with NOVA for Building Inspection Services-Planning and Community Development Department



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a contract with NOVA for Building Inspection Services

Submitted By: James Shelby, Interim Director of PCD

Date Submitted: April 26, 2024

Work Session Date: April 26, 2024

Council Meeting Date: May 6, 2024

Background and Summary:

NOVA was selected by a competitive RFP process from qualified firms to provide building inspection and plan review services throughout the city that include inspecting residential and commercial buildings, and other structures/sites in the process of construction, alteration, or repair to ensure compliance with applicable codes. Review building plans and conduct residential and commercial inspections of detailed drawings, design specifications, and construction plans.

Action Requested from Council:

Approval to enter into a contract with NOVA for Building Inspection Services

Cost: \$ N/A

Budgeted for: Yes No

Financial Impact: No Fiscal Impact to General Funds. Contractor is paid 58% of permit fees collected.



April 25, 2024

CITY OF FOREST PARK
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
745 Forest Parkway
Forest Park, Georgia 30297

Attention: Mr. James E. Shelby
Project Manager

Subject: Contract for Building Inspection Services
CITY OF FOREST PARK RFP No. 021424
Forest Park, Georgia
NOVA Proposal Number 4124023

Dear Mr. Shelby:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (NOVA) received an email notice from you on April 24, 2024 that the City of Forest Park (the City) intends to accept our proposal referenced above for Building Inspection services on an annual contract. We are excited about this opportunity to serve the City and look forward to receiving formal approval from City Council on May 6, as you indicated.

At your request, we are providing you our standard Professional Services Agreement (PSA) to govern our work under this contract. Our proposal and the PSA together would serve as our contract. The PSA is attached to this letter for your review and signature.

Please contact us if you have any questions about the agreement or our proposal, or if the City desires another approach to formalizing this contract.

Again, we thank you for this opportunity to provide Building Inspection services for the City, and look forward to hearing from you on next steps.

Sincerely,

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

J. Stephen Willenborg, PE
Vice President of Operations

Susan Carpenter, CBO, MCP
Municipal Services Business Unit Manager

Attachment: Professional Services Agreement (4 pages)



PROFESSIONAL SERVICES AGREEMENT

DATE: April 25, 2024	PROPOSAL NO.: 4124024
<u>PROJECT NAME AND ADDRESS</u> BUILDING INSPECTION SERVICES CITY OF FOREST PARK RFP No. 021424 Forest Park, Georgia Building Inspection Services	<u>CLIENT NAME AND ADDRESS</u> CITY OF FOREST PARK DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT 745 Forest Parkway Forest Park, GA 30297 Attention: James E. Shelby Phone: 404-366-4720 Email: jshelby@forestpark.ga.gov
NOVA will provide building code inspections for the City of Forest Park in accordance with our previously submitted proposal number 4124024 to Provide Building Inspection services, dated March 21, 2024. This was in response to the City of Forest Park RFP No. 021424. Nova understands our services will begin on or about May 15, 2024, with an initial contract duration of one (1) year, with the intention of establishing yearly renewals of this contract agreement.	

The attached General Terms and Conditions will govern during execution of this project. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this Professional Service Agreement via email to scarpenter@usanova.com.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Fed Tax ID
	Email Address

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 (Exc. FL)

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Georgia law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Cobb County, Georgia, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

Item # 11.

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is a State, City, County or other municipal entity, then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity under State or local statutes and otherwise. Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of State or local law.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AWARD A BUILDING INSPECTION AND PLAN REVIEW SERVICES CONTRACT TO NOVA ENGINEERING AND ENVIRONMENTAL LLC.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Planning and Community Development Department finds it necessary to retain a third-party to serve as the City’s building inspector; and

WHEREAS, the building inspector will be responsible for inspecting residential and commercial buildings, and other structures/sites in the process of construction, alteration, or repair to ensure compliance with applicable codes; and for reviewing building plans and conduct residential and commercial inspections of detailed drawings, design specifications, and construction plans.

WHEREAS, the City requested proposals from several vendors and the NOVA Engineering and Environmental LLC was the lowest and most responsible bidder.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The proposal from NOVA Engineering and Environmental LLC to provide building inspection and plan review services in exchange for payment of 58% of permit fees collected is hereby approved, subject to the execution of a written agreement reviewed by the City Attorney.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

12. Council Approval of the Senior Center Floor Repairs in the amount of \$31,750-Recreation and Leisure Department

City Council Agenda Item

Subject: Senior Center Floor Repairs – Recreation & Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: April 27, 2024

Work Session Date: May 06, 2024

Council Meeting Date: May 06, 2024

Background/History:

We are looking to repair the damages to the floors of the Multipurpose Room in the Senior Center building. We have received three quotes to complete the repairs from three different contractors. The quotes are as follows:

SmiFam LLC: \$34,139.60

ATL Home Renovations, LLC: \$32,850.24

Hopkins Renovation And Design: \$31,750

Based on the quotes provided we have decided to go with Hopkins Renovation And Design who provided the lowest amount of \$31,750.

Cost: \$ 31,750

Budgeted for: X **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

We are requesting Council to approve Hopkins Renovation And Design to move forward with the repairs at \$31,750.

SmiFam LLCGeorgia
U.S.A**ESTIMATE**

EST-000215

Bill To
City of Forest Park

Estimate Date : 05 Apr 2024

Subject :

Flooring and Baseboard Demolition and Installation at Forest Park Senior Center (5087 Park Avenue, Forest Park, GA 30297)

#	Item & Description	Qty	Rate	Amount
1	Shuffleboard Room - Demo and dispose of existing engineered wood flooring - prep sub floor for new flooring installation (square feet)	640.00	2.95	1,888.00
2	Large Room - Demo and dispose of existing engineered wood flooring - prep sub floor for new flooring installation (square feet)	2,414.00	0.55	1,327.70
3	Shuffleboard Room and Large Room - Install new engineered wood flooring - same or similar to existing wood flooring (square feet)	3,054.00	9.45	28,860.30
4	Demo and dispose of existing vinyl baseboards - prep surface for new vinyl baseboard installation (linear feet)	308.00	1.75	539.00
5	Install new vinyl baseboard - same or similar to existing vinyl baseboard (linear feet)	308.00	4.95	1,524.60
			Sub Total	34,139.60
			Total	\$34,139.60

Notes

Looking forward to your business.

Terms & Conditions

Price includes all required materials, equipment and labor.

ESTIMATE

ATL RENOVATIONS, LLC

Date: 4/1/2024

Invoice NO : 1759

BILL TO:

Forest Park
Senior Center
5087 Park Ave
Forest Park , GA

FROM:

ATL Home Renovations, LLC
218 Gunier Circle
Dawsonville, GA 30534
ferhighclass@gmail.com
678.270.8052

DESCRIPTION	TOTAL
Lifeproof Rigid core Luxury Vinyl Flooring Main room 2.286 sq.ft \$6400 tax \$512 (\$6912)	
Lifeproof Rigid Luxury Vinyl Flooring /Waterproof Shuffle Room 646 sq.ft \$3200 tax \$256 (\$3456)	
Floor Removal \$3600/ Installation \$13,167 (4.50sq,ft)	
Underlayment Main \$1920.00 / Shuffle room \$733 tax 212.24 (\$2865.24) Roppe 700 series BASE Molding Both Room \$2700 /Glue \$150	
Total amount	\$32,850.24

NOTES

Estimate for Girad Getter

PAYMENT METHOD

Date

Thank you!

Signature



PROPOSAL

The following proposal is being revised April 9, 2024 for The City of Forest Park Senior Center

ASSESSMENT

We discussed doing an upgrade of the Senior Center Ballroom floor and the wood floor in the voting room. Ballroom is 2,485 sq ft. Voting room is 640 sq ft. Total is 3,125

We will be removing the existing flooring in both rooms

MATERIALS & SUPPLIES will be purchased either directly from the client or online ordering. Detail list will be provided upon acceptance of proposal

SUPPLY LIST

LVP @\$3.60/ sq ft= \$11,250

Threshold & Quarter round= \$200

Supply Total= \$11,450

LABOR BREAKDOWN

Install LVP @\$5/sq ft × 3,125sq ft= \$15,625

Floor removal @\$1.32 sq ft × 3,125sq ft=\$4,125

Travel/Hauling fee = \$550

Total Labor Cost = \$20,300

Total Job Cost = \$31,750

Deposit Amount =\$15,875

THE CLIENT AGREES TO ALLOW ME THE PURCHASE OF ALL MATERIALS NEEDED OTHER THAN THOSE NOTED

By signing you agree to accept this proposal and pay half of the total job cost 4 weeks prior to start date. This is to secure your time slot and purchase Supplies. Deposit is non-refundable.

Please note final payment is due upon completion of the job. If payment isn't received after 24hrs there will be 10% interest added per week

SIGNATURE OF CONSENT

_____.

City Of Forest Park Representative

_____.

Willie & Tasha Hopkins

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AWARD A REPAIR CONTRACT TO HOPKINS RENOVATION AND DESIGN.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Recreation and Leisure Department finds it necessary to repair the damages to the floors of the Multipurpose Room in the Senior Center building; and

WHEREAS, state law does not require public works contracts valued at less than \$100,000 to be competitively solicited by sealed bids; and

WHEREAS, the City requested bids from several vendors and the Hopkins Renovation and Design bid was the lowest and most responsible bidder.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The bid from Hopkins Renovation and Design for the repair work to the Senior Center’s Multipurpose Room in the amount of \$31,750 as presented to Council on May 6, 2024, is hereby approved, subject to the execution of a written agreement drafted by the City Attorney.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

13. Council Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program-Recreation and Leisure

City Council Agenda Item

Subject: Council Discussion on Approving an Agreement between COFP and Clayton County Public Schools for a Summer Food Service Program – Recreation & Leisure Services

Submitted By: Tarik Maxwell

Date Submitted: April 18, 2024

Work Session Date: May 6, 2024

Council Meeting Date: May 6, 2024

Background/History:

The Clayton County Public Schools has provided free breakfast and lunch meals from June through July to children (18 years of age and under) at the Forest Park Community Recreation Center since 2021. The renewal of this agreement will allow children in the community that heavily depended on school breakfast and lunch to eat during the school year the opportunity to receive meals throughout the summer break months.

Cost: \$ NA

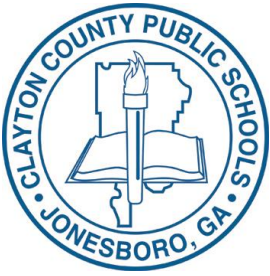
Budgeted for: _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Requesting Council to approve and sign an agreement between Clayton County Public Schools and the City of Forest Park.



CLAYTON COUNTY PUBLIC SCHOOLS

Nutrition Services

• 218-B Stockbridge Road • Jonesboro, GA 30236 • (678) 479-0171 • FAX (678)-479-0181 •

• www.clayton.k12.ga.us •

Dr. Anthony Smith
Superintendent

Audrey A. Hamilton
Nutrition Services Director

Partnership Agreement

between

City of Forest Park
and
Clayton County Public Schools

for the

SUMMER FOOD SERVICE PROGRAM

This Partnership Agreement (hereinafter the “Agreement”) is entered into between **CITY OF FOREST PARK**, (the “City”), and **CLAYTON COUNTY PUBLIC SCHOOLS**, through its Nutrition Services Department (“CCPS”).

The purpose of this Agreement is to memorialize a partnership between the entities noted above in connection with the Summer Food Service Program (the “Program”), in which children (18 years of age and under) in the community are provided free breakfast and lunch meals from June 3, 2024 through July 19, 2024 at the Forest Park Community Recreation Center.

Whereas, CCPS will be utilizing the ‘Seamless Summer Option’ (SSO) for its summer feeding program, which is funded and regulated by the United States Department of Agriculture (USDA) through the Georgia Department of Education; and

Whereas, the SSO allows CCPS to provide free summer meals in low-income areas during the traditional summer vacation periods; and

Whereas, under the SSO, CCPS is required to follow meal patterns described in 7 CFR 210.10 and 7 CFR 220.8; and

“Fueling Student Achievement through Proper Nutrition ”
This Institution is an Equal Opportunity Provider

Whereas, CCPS can sponsor non-school sites operated by other non-profit organizations and sites may parks, recreation centers, libraries, mobile feeding sites and other indoor and outdoor locations; and

Whereas, the Nutrition Services Department of CCPS has agreed to serve as a sponsor for the City of Forest Park, whereby the Nutrition Services Department will utilize the Forest Park Community Recreation Center as a feeding site for the SSO, and the city has agreed to allow CCPS to serve its constituents in such capacity.

Listed below are the roles and responsibilities as agreed upon by each of the named entities:

Clayton County Public Schools agrees to:

- Serve as a sponsor for the City of Forest Park whereby the Nutrition Services Department will utilize the Forest Park Community Recreation Center as a feeding site for the SSO.
- Serve meals to all needy children 18 years of age and under (or persons 19 and over who are mentally or physically disabled and participating in a public or private nonprofit school program for the mentally or physically disabled).
- Serve breakfast meals from 8:00 a.m. to 8:30 a.m. and lunch meals from 11:00 a.m. – 12:00 p.m. that meet the minimum meal pattern requirements daily.
- Provide adequate supervision of the actual meal service.
- Ensure program compliance with all district, state and federal regulations.

City of Forest Park agrees to:

- Pick up breakfast and lunch meals from a designated CCPS site within 30mins of meals service
- Allow children 18 years of age and under, as well as those persons 19 years of age and over who meet the State of Georgia agency’s definition of mentally or physically disabled, from the community to participate in the Program during the time periods indicated above.
- Provide adequate supervision of the facility during the meal service.
- Maintain and submit such reports and records that CCPS requires.
- Report any other problems regarding the meal services.

Amendment of Agreement

This agreement cannot be changed or modified except by a written instrument executed and signed by all parties hereto.

Assignment/Subcontracting Clause

Each of the parties hereto shall ensure that all of its assignees or subcontractors, if any, comply with the terms of this Agreement.

***“Fueling Student Achievement through Proper Nutrition”
This Institution is an Equal Opportunity Provider***

Entire Agreement

This Agreement represents the entire understanding of the parties regarding the Program and it supersedes any previous documents, correspondence, conversations or other oral or written understanding of the parties.

Choice of Law and Jurisdiction for Disputes

This Agreement shall be governed by and construed under the laws of the State of Georgia without regard to its choice of law rules.

Independent Parties

The parties hereto are independent, contracting entities, and neither is authorized to act as an agent, employee, or legal representative of the other. Neither party nor its respective employees shall be considered employees of the other. The method and manner of performance of the food service shall be under the exclusive control of CCPS.

Dr. Anthony Smith
Dr. Anthony Smith
Superintendent of Schools
Clayton County Public Schools

4/18/2024 | 10:31:45 AM EDT
Date

Angelyne Butler, MPA
Mayor
City of Forest Park

Date

Ricky L. Clark Jr.
City Manager
City of Forest Park

Date

***“Fueling Student Achievement through Proper Nutrition”
This Institution is an Equal Opportunity Provider***

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO ENTER INTO PARTNERSHIP AGREEMENT WITH CLAYTON COUNTY PUBLIC SCHOOLS FOR ITS SUMMER FOOD SERVICE PROGRAM.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, Clayton County Public Schools (“School System”) has provided free breakfast and lunch meals from June through July to children (18 years of age and under) at the Forest Park Community Recreation Center since 2021 (“Food Service Program”); and

WHEREAS, the Food Service Program allows children in the community that heavily depend on school breakfast and lunch during the school year the opportunity to receive meals throughout the summer break month; and

WHEREAS, the Food Service Program does not require the City to expend any funds for its participation.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The Partnership Agreement with Clayton County Public Schools for its Summer Food Service Program as presented to Council on May 6, 2024 is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney